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## Acceptable Use Policy

IOT Data Group LLC has formulated this Acceptable Use Policy ("AUP") in an effort to promote responsible use of our network, systems, services, web site, and products ("IOT Data Group LLC, Services and Products" and/or "Service(s)") by our Customers and/or other users of the Services (collectively, "Users" and/or "You").

By using Services, Users consent to be bound by the terms of this AUP. IOT Data Group LLC reserves the right to modify this AUP at its discretion, at any time. Modifications will be effective upon the earlier of posting to the IOT Data Group LLC website, or the send date of email. Any use of Service after such modification shall constitute acceptance.

### Introduction

IOT Data Group LLC AUP for Services is designed to help protect IOT Data Group LLC, Users, and the Internet community in general from fraud, abuse of resources, service issues, and irresponsible or illegal activities.

IOT Data Group LLC makes no guarantee regarding nor assumes any liability for, security and integrity of data or information a user transmits via the Service or over the Internet, including data transmitted via any server designated as "secure". IOT Data Group LLC does not monitor, exercise control over, nor accept responsibility for any content passing through Service. All persons and organizations, including Users, who transmit information over, or who publish information that is made accessible through, IOT Data Group LLC Service are responsible for the content of the information and complying with applicable laws. IOT Data Group LLC will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

We have no liability (literally none) for how You use the Service and You indemnify us fully against any loss associated with Service. In any case, our liability to You is limited to one month's MRC (as defined in the IOT Data Group LLC Service Agreement) regardless of the basis of any claim and its foreseeability. You are responsible for all security and confidentiality of information You transmit using Service. You cannot resell, share, make publicly available or assign any part of Service. We can cancel Service with notice if conditions, determined in our sole discretion, prevent us from delivering Service.





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## **Customer Responsibilities**

Each User (including commercial, carriers and ISP/resellers) is responsible for the activities of its own customers or end-users, and/or any other user, and, by accepting Service, agrees to inform its customers and/or end-users of this AUP or its own Acceptable Use Policy, which must be co-extensive and consistent with these terms.

## **Prohibited Conduct**

Service may only be used for lawful and appropriate purposes. Customers may not transmit, retransmit, redirect, or store material in violation of Federal or state laws or regulations, IOT Data Group LLC or industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. Customers may not resell any portion of Service nor may customers make available general public use of Services.

IOT Data Group LLC customers may not abuse or fraudulently use IOT Data Group LLC Service, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this AUP:

**Child Pornography:** It is illegal under federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under age 18.

**Inappropriate Content:** Using Service to transmit, distribute, redirect, or store material that, as reasonably determined by IOT Data Group LLC, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or which contains or incites violence.

**Denial of Service:** Activity that may or will interfere with Service or another user, host, or network, on the Internet. Users are prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, testing or information gathering activity, without IOT Data Group LLC' prior written consent.





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**Distribution of Viruses:** Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by Users may be blocked by IOT Data Group LLC from accessing Service.

**Forging Headers:** Forging or misrepresenting message headers of an electronic transmission originating or passing through Service.

**Email Spamming (or Mail-bombing):** The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use Service as a mail drop or name server for SPAM or sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by IOT Data Group LLC, including without limitation email, web hosting, FTP and DNS services. The sending of email with added words/characters in an attempt to bypass Bayesian filters is prohibited. For bulk emailers on Service - removal of complainants is required, as is the creation of a master no-send list. Bulk emailers may also be required to provide the complete confirmed opt-in information for each complainant within 24 hours of the request. Bulk emailers will also be required to demonstrate a definitive prior business relationship between the sender and recipient. Utilizing a customer affiliate program to generate leads makes Users responsible for the actions of its affiliates. This control includes, but is not limited to, blocking affiliate links & sending affiliate traffic to a 404-type error page.

**Fraudulent Activities:** Fraudulent activities include but are not limited to: intentional misrepresentations or misleading statements, writings, or activities made with intent the recipient will act upon it; obtaining services with intent to avoid payment; hosting of phishing websites.

**Unauthorized Access:** Unauthorized access includes illegal or unauthorized access to computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using Service not included in customer's contract; devising ways to circumvent security in order to access unsubscribed services; using the Service in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with Service, overloading Service or attempting to disable a host not assigned to customer.

**Network Sabotage:** Use of IOT Data Group LLC Services in a manner that interferes with others' use of the Internet or IOT Data Group LLC's network.





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**Pyramid Schemes:** Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

**Unlawful Acts:** Use of IOT Data Group LLC violating the law, or aid in any unlawful act.

**Non-Email Based Spamming:** Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the IOT Data Group LLC Service is prohibited.

**Facilitating a Violation of this AUP:** Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow violation of this AUP. This includes, but is not limited to, facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and software piracy.

**Blacklisting:** Behavior by a customer that causes blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from IOT Data Group LLC. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network without notice once identified.

## **Violations and Enforcement**

At IOT Data Group LLC sole and reasonable discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of the affected service if customer does not cease the violation. IOT Data Group LLC may immediately suspend or terminate Service with or without notice if IOT Data Group LLC reasonably determines that violation of the AUP has occurred. IOT Data Group LLC will enforce this AUP according to IOT Data Group LLC's analysis of the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of service.

IOT Data Group LLC is not liable for damages of any nature suffered by any User, customer, end-user or any third party resulting in whole or in part from IOT Data Group LLC exercising its rights under this AUP, or limiting or failing to provide Service. IOT Data Group LLC has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission, but





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where possible and necessary, may do so at its discretion. Therefore, IOT Data Group LLC does not assume liability for others' AUP violations or failures to terminate those violations. IOT Data Group LLC reserves the right to assess time and materials charges to resolve customer issues that are not resolved by the customer in a timely manner.

Report AUP violations & IOT Data Group LLC Service abuse to:  
[info@iotdatagroup.com](mailto:info@iotdatagroup.com)



IOT Data Group LLC – 5730 Bigelow St. Lakewood, CA. 90713